

REMARKS

Status of the Application

Claims 1-5, 10-18, 23-25, 30-34, 39-47, 52-54, and 106-117 were pending in this application. With this amendment, Applicants have amended claims 1, 4, 14, 17, 30, 33, 43, 46, 106, and 112, and cancelled claims 3, 15-16, 24, 32, 44-45, and 53. Dependent claim 3 was incorporated into independent claim 1, dependent claims 15, 16 and 24 into independent claim 14, dependent claim 32 into independent claim 30, and dependent claims 44, 45, and 53 into independent claim 43, as discussed generally in the telephone interview with the Examiner. *See infra* Summary of Interview. Accordingly, entry of the amendments is respectfully requested.

Summary of Interview

In a telephone interview on April 19, 2007, the Examiner and Applicant's undersigned representative discussed the standing rejections in the context of *In re Venner*. Applicants also discussed the failure by the Examiner to address the dependent claims amended and newly added in our previous Reply dated November 27, 2006. In this regard, Applicants requested that the Examiner reissue the Office Action and address the claims overlooked in the current Office Action. The Examiner refused. An agreement as to patentability was not reached. The Examiner did however agree to enter amendments that involved importing the dependent claims into the independent claims, e.g., claims 3 into 1, etc., for appeal.

Claim Rejections – 35 U.S.C. § 112

Claims 1-13, 30-42, and 106-117 were rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Applicants respectfully traverse. With regard to claims 1, 30, and the claims dependent thereon, the Examiner asserts that it is not clear which bid is received, i.e., the bid command or the bid to generate the offer. The Examiner is mistaken. Claims 1 and 30 recite “receiving a bid command” and “receiving the bid”. It is therefore clear to one skilled in the art that both are received.

The Examiner further asserts that claim 4 is indefinite as a result of the recitation of the term “when” therein. Claim 4 has been amended to recite “receiving a selection of a price of the bid and offer data comprises receiving a selection of the bid price for the item.” It is therefore clear that the method is initiated in this instance with the selection of the bid price.

Claim Rejections – 35 U.S.C. § 103

Claims 1-5, 10-18, 23-25, 30-34, 39-47, 52-54, and 106-107 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,809,403 (hereinafter “Broka”) in view of U.S. Patent No. 5,375,055 (hereinafter “Tougher”). The Examiner’s rejections are respectfully traversed.

Claims 1 and 14 as amended recite “generating automatically at least one of a price and a size for an offer to sell the item based on at least one of a price and a size for a bid to buy the item and a pre-set spread amount.” This feature is neither taught nor suggested by the cited references. The “pre-set spread amount” limitation was presented in the previous Reply and was not addressed by the Examiner in the current or any of the previous Office Actions. Claims 30 and 43 as amended recite the “pre-set spread amount” element in the context of generating bids instead of offers, which was also presented in the previous Reply and not addressed in the current or any of the previous Office Actions.

Claims 11 and 14 recite “the interface screen comprising at least one field for specifying a term of the offer to sell the item, the at least one field populated with the at least one of a price and a size generated for the offer automatically.” These features were presented in the previous Reply and ignored similarly by the Examiner. Claims 40 and 43 include similar language that was presented in the Previous Reply and ignored by the Examiner.

Claim 14 further recites “a second interface screen comprising at least one field for specifying at least one term for the bid to buy the item populated with the selected piece of the bid and offer data and at least one field for specifying.” This feature was presented in the previous Reply and ignored similarly by the Examiner.

Claim 43 includes similar language that was presented in the Previous Reply and ignored by the Examiner.

The Examiner has also ignored the limitations of claims 25 and 54, and 106-117, which were amended and added, respectively, and thus presented in the previous Reply.

The Examiner has indicated that he ignored limitations directed as to what is stored or that merely describe the composition of matter. The Examiner does not cite any authority for doing so. Applicants are not aware of any authority that allows the Examiner to ignore limitations in rejecting claims. Applicants demand that the Examiner cite authority for ignoring claim limitations if the Examiner intends to maintain this position.

As the Examiner has omitted elements of at least claims 1, 11, 14, 30, 40, 43, and 106-117 in his rejections of these claims, the Examiner has failed to establish a prima facie case of obviousness thereof. Moreover, clear issues at least with regard to these claims have not been developed between the Examiner and the Applicant as a result of the Examiner's omission. Accordingly, finality is premature. (MPEP § 706.07). Withdrawal of finality is respectfully requested. Applicants demand that the Examiner address every claim individually and clearly in order for Applicants to reasonably respond to any rejections thereof if the rejections are to be maintained.

The Examiner is invited to contact the Applicants' undersigned representative at 212-829-5407 to expedite prosecution.

Respectfully submitted,

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Date

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